

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oakstone Publishing, LLC		06/30/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 South Seventh Street		
Internal Address:	MAC N9305-072		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77274443	PERSONAL BEST	
Serial Number:	77054730	PERSONAL BEST	
Serial Number:	77054872	PERSONAL BEST	
Serial Number:	77046714	HEALTHY BUSINESSES DEPEND ON IT.	
Serial Number:	77046707	PERSONAL BEST HEALTHLINES	
Serial Number:	77046776	HEALTHY BUSINESSES DEPEND ON IT.	
Serial Number:	76548789	CMEINFO.COM	
Serial Number:	76137618	OAKSTONE	
Serial Number:	75262648	PERSONAL BEST	
Serial Number:	75211033	TOPPERFORMANCE	
Serial Number:	75149350	THE NATIONAL CENTER FOR ADVANCED MEDICAL EDUCATION	
Serial Number:	75023144	TOPTOPICS	

OP \$440.00 77274443

900110243

TRADEMARK  
 REEL: 003806 FRAME: 0681

Serial Number:	75022786	TOPDOLLAR
Serial Number:	75007484	CMEVIDEO
Serial Number:	74628974	SOUNDCME
Serial Number:	74538281	TOPHEALTH
Serial Number:	74171211	BODY BULLETIN

#### CORRESPONDENCE DATA

Fax Number: (612)766-1600

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 612-766-6911

Email: scarlson@faegre.com

Correspondent Name: Susan Carlson

Address Line 1: 90 South Seventh Street Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	06/30/2008

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of June 30, 2008, by and between OAKSTONE PUBLISHING, LLC, a Delaware limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, "Secured Party") for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the "Credit Agreement") of even date herewith among Grantor, Oakstone Holding Company, LLC (the "Parent" together with the Grantor, the "Borrowers"), Secured Party and the other Lender Parties from time to time party thereto, as defined therein, the Lender Parties have agreed to make advances and grant certain other financial accommodations to the Borrowers.

As a condition to making any loan or advance under the Credit Agreement, the Lender Parties have required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

### **1. Defined Terms.**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

### **2. Grant of Security Interest in Trademark Collateral.**

Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the registered and unregistered trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof) (the "Trademarks"), including those described in Item A of Schedule I hereto; and

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral to which the Grantor is a party to the extent that the grant of a security interest in such general intangibles or other rights constitutes a breach or termination of, or a default or violation of a valid and effective restriction in favor of a third party on such grant under, such agreement pursuant to the terms thereof (other than to the extent that such terms would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 of the Uniform Commercial Code of any applicable jurisdiction or by any other applicable law or principles of equity); provided, however, that (i) the security interest shall attach immediately to any portion of such agreement (to the extent severable) that does not result in any of the consequences specified above; and (ii) the foregoing exclusion shall not in any way limit, impair or otherwise affect the Secured Party's continuing security interest in any right, title or interest of the Grantor in or to (A) monies due or to become due in respect of such agreement, or (B) any and all proceeds from the sale, transfer, assignment, license, lease or other disposition of such agreement (although this requirement shall not constitute consent by the Secured Party to any such sale, transfer, assignment, license, lease or other disposition that is prohibited by the Loan Documents).

### **3. Security Agreement.**

The security interests granted pursuant to this Agreement are one and the same as those granted to Secured Party pursuant to that certain Security Agreement, dated as of the date hereof, between Grantor and Secured Party (together with all amendments, modifications and restatements of such agreement, the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

### **4. Governing Law.**

This Agreement will be governed by and construed under the laws of the State of New York without regard to any conflicts-of-laws principles that would require the application of the laws of any other jurisdiction other than the provisions of the Delaware Uniform Commercial Code with respect to the filing of UCC-1 financing statements in the State of Delaware, and the Delaware Limited Liability Company Law with respect to the formation, power and governance issues as they relate to the Grantor.

### **5. Reinstatement.**

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by the Grantor for liquidation or reorganization, should the Grantor become

insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

## **6. Termination.**

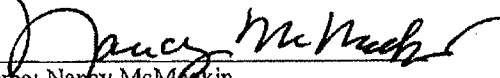
On the Termination Date (as defined below), this Agreement shall terminate, subject to the reinstatement provisions in Section 5 above and the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Party and the Grantor shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantor. The Grantor is hereby authorized to file UCC amendments at such time evidencing the termination of the Liens so released. At the request of the Grantor following any such termination, as promptly as practicable, the Secured Party shall deliver to the Grantor any Collateral of the Grantor held by the Secured Party hereunder and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

As used in this Agreement, "Termination Date" shall mean the date upon which the Loans and all amounts in respect thereof shall no longer be outstanding (and the Loans shall have been repaid in full), all of the Obligations (other than Banking Services Obligations that survive the termination of the Credit Agreement that are not yet due and payable and contingent indemnification obligations as to which no claim has been asserted) shall have been paid in full and in cash, and the Lenders' obligations to make any Advance is terminated.

*Signature pages follow*

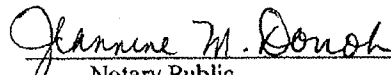
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OAKSTONE PUBLISHING, LLC

By:   
Name: Nancy McMeekin  
Title: President

STATE OF AL )  
COUNTY OF Shelby ) ss.

On the 30th day of June, 2008, before me personally came Nancy McMeekin, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President of Oakstone Publishing, LLC, a Delaware limited liability company, which executed the foregoing instrument and that he signed his name thereto on behalf of said company.

  
Notary Public

*Signature page to Trademark Security Agreement*

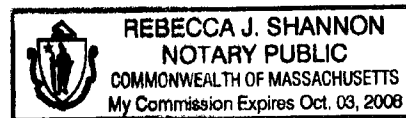
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: David J. Nussbaum  
Name: David J. Nussbaum  
Title: Vice President

**COMMONWEALTH OF MASSACHUSETTS**  
~~STATE OF~~ \_\_\_\_\_ )  
 ) ss  
COUNTY OF Suffolk )

On the 30th day of June, 2008, before me personally came David J. Nussbaum, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Vice President of Wells Fargo Bank, National Association, a national banking association, which executed the foregoing instrument and that he signed his name thereto on behalf of said association.

Rebecca J. Shannon  
Notary Public



*Signature page to Trademark Security Agreement*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>OWNER</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REGISTERED</b>
Oakstone Publishing, LLC	PERSONAL BEST	77/274443	9/7/2007	PENDING
Oakstone Publishing, LLC	PERSONAL BEST	77/054730	12/1/2006	YES
Oakstone Publishing, LLC	PERSONAL BEST	77/054872	12/1/2006	YES
Oakstone Publishing, LLC	HEALTHY BUSINESSES DEPEND ON IT	77/046714	11/17/2006	YES
Oakstone Publishing, LLC	PERSONAL BEST HEALTHLINES	77/046707	11/17/2006	YES
Oakstone Publishing, LLC	HEALTHY BUSINESSES DEPEND ON IT.	77/046776	11/17/2006	YES
Oakstone Publishing, LLC	CMEINFO.COM	76/548789	10/3/2003	YES
Oakstone Publishing, LLC	OAKSTONE	76/137618	9/29/2000	YES
Oakstone Publishing, LLC	PERSONAL BEST	75/262648	3/24/1997	YES
Oakstone Publishing, LLC	TOPPERFORMANCE	75/211033	12/10/1996	YES
Oakstone Publishing, LLC	THE NATIONAL CENTER FOR ADVANCED MEDICAL EDUCATION	75/149350	8/13/1996	YES
Oakstone Publishing, LLC	TOPTOPICS	75/023144	11/21/1995	YES
Oakstone Publishing, LLC	TOPDOLLAR	75/022786	11/21/1995	YES
Oakstone Publishing, LLC	CMEVIDEO	75/007484	10/18/1995	CANCELLED
Oakstone Publishing, LLC	SOUNDCME	74/628974	2/2/1995	CANCELLED
Oakstone Publishing, LLC	TOPHEALTH	74/538281	6/15/1994	YES



OWNER	MARK	SERIAL NO.	FILING DATE	REGISTERED
Oakstone Publishing, LLC	BODY BULLETIN	74/171211	5/29/1991	YES

(b) Trademarks – Canada

OWNER	MARK	SERIAL NO.	FILING DATE	REGISTERED
Oakstone Publishing, LLC	PERSONAL BEST & Apple Design	1346941	5/10/2007	NO
Oakstone Publishing, LLC	BODY BULLETIN	1346942	5/10/2007	NO
Oakstone Publishing, LLC	HEALTHY BUSINESS[ES] DEPEND ON IT	1346936	5/14/2007	NO